



FILE NUMBER: 5/1/3/B/WCED 3157/25
ENQUIRIES: K. MABUTO

Dear prospective bidder,

1. You are hereby invited to bid for requirements of the Western Cape Education Department (WCED) in respect of the service indicated below and you are encouraged to carefully read ALL information contained within this invitation.

BID NUMBER : B/WCED 3157/25

BID DESCRIPTION : **PROVIDE AN EXECUTIVE COACHING SERVICE TO THE MANAGERS OF THE WESTERN CAPE EDUCATION DEPARTMENT, THAT WILL INCLUDE THE USE OF AN ASSESSMENT TOOL, AND WILL CONSIST OF INDIVIDUAL AND GROUP/TEAM COACHING SESSIONS, PERSONALITY ASSESSMENT FOR TEAM BUILDING INTERVENTIONS, AS WELL AS A COACHING SKILLS FOR MANAGERS PROGRAMME WITHIN THE WESTERN CAPE REGION FOR A PERIOD OF THREE (3) YEARS.**

CLOSING DATE AND TIME : 20 MARCH 2026 AT 11:00am

VALIDITY PERIOD : 120 DAYS

2. To be eligible to conduct business with the Western Cape Government (WCG), you must be registered on the Central Supplier Database (CSD). If you are not registered on the CSD you are required to self-register on www.csd.gov.za. Assistance in this regard may be requested from the National Treasury on (012) 315 5509 or csd@treasury.gov.za.
3. Although this is not a compulsory requirement for this bid, service providers may register on the Western Cape Supplier Evidence bank (WCSEB) which has replaced the Western Cape Supplier Database (WCSD) with effect from 1 October 2019. For registration, **see attached brochure**. To update profile information, please update this information with the Western Cape Provincial Treasury situated at:

SAP Ariba
2nd Floor
Waterford Place
Century City

4. To be able to submit a responsive bid, you are required to:
 - a) furnish all required information as documented in the WCBD 3.4 Specifications Compliance Schedule;
 - b) tailor your bid offer to conform to the advertised evaluation criteria;
 - c) submit ALL required supporting documents (e.g. Memorandum of Understanding (Should the bid be submitted as a Consortium/Joint Venture, each party must be actively registered on the CSD), lease agreements, company profiles, Gantt Charts, etc.);

1 North Wharf Square, 2 Lower Loop Street,
Foreshore, Cape Town 8001
tel: +27 21 467 2531

Private Bag X9114, Cape Town, 8000
Employment and salary enquiries: 0861 92 33 22
Safe Schools: 0800 45 46 47
wcedonline.westerncape.gov.za

- d) Should the bid be submitted as a Consortium/Joint Venture, submit a Memorandum of Understanding outlining the roles and responsibilities of each party and each party must be actively registered on the CSD.
- e) submit your Master Registration Number (Supplier number) as registered on the CSD to enable the WCED to verify your tax compliance status.
- f) ensure all signatures on bid documentation are completed where required, i.e. bidder and witnesses, failing which the bid will be invalid.

This bid contains a checklist to enable you to submit a responsive bid. It is incumbent on you to ensure that you have completed all the required documents in its entirety.

- 5. The bid documents include a WCBD 4 Declaration of Interest Form which you have to complete. We stress that these documents must be completed in full and returned with the bid. Be reminded of the fact that the WCED will verify the information divulged within this declaration and should it transpire that a bidder has submitted a false declaration, the remedies at the Department's disposal will be considered (a bid may be disqualified if a bidder has attempted to breach or have abused the SCM system).
- 6. The Western Cape Government interim arrangements to give effect to the Preferential Procurement Regulations, 2022 effective from 16 January 2023 will apply in this bid. Please acquaint yourself with such Regulations. Please note that points for B-BBEE status level of contribution will only be awarded to bidders who claim such points through the completion of the WCD 6.1 Preference Points Claim Form, in full (and which you are required to read in its entirety) and who submit proof of such B-BBEE status level of contribution, which can be in the form of the following:
 - a) a B-BBEE Verification Certificate issued by a Verification Agency accredited by the South African Accreditation System (SANAS) and which is applicable for the sector within which the bid is submitted (for example, a B-BBEE certificate for the catering and Hospitality sector is not applicable for Transport and Storage bids); or
 - b) an affidavit, in the form prescribed by the Department of Trade and Industry (dti) which confirms the annual total revenue and level of black ownership together with the sector in respect of which it is issued. This form is obtainable on the dti website; or
 - c) an affidavit issued by Companies Intellectual Property Commission (CIPC).
- 7. The General Conditions of Contract (GCC) and if applicable, any other special conditions of contract, which are reflected in the WCBD 3.4 Specifications Compliance Schedule will prevail in this bid. Bidders are requested to refrain from setting own conditions of contract. Invariably, such bids will be regarded as non-responsive to the bid invitation.
- 8. Bid documents must be deposited in the bid box situated at:

1 North Wharf Square Building,
2 Lower Loop Street,
Foreshore,
Cape Town
8001

This bid box is accessible 24 hours a day, 7 days a week and is located as indicated above. The slot opening can be accessed from the street level and there is no need to enter the building to deposit the bid into the box. **If the bid is late, it will not be accepted for consideration.**

Only if the bid documents are too bulky to be deposited through the slot opening of the bid box, bid documents may be hand delivered to:

The Deputy Director: SCM Operations (Att: E Philander)
1 North Wharf Square Building,
2 Lower Loop Street,
Foreshore,
Cape Town
8001

Should you opt to deliver such bid via a courier, the onus remains with the bidder to ensure that the bid is submitted timeously and to the correct address. Please refer to the directions regarding the lodging of bids.

9. Should you have difficulties with the interpretation of certain clauses or requirements of the bid documents or the completion of forms, you may direct your enquiries during office hours (09h00 – 12h00) to:

Name: K Mabuto

Telephone no: (021) 467 2043

Email address: Kufala.Mabuto@westerncape.gov.za

Yours faithfully



R DANIELS

ASSISTANT DIRECTOR: SPECIFICATIONS AND QUOTATIONS

DATE: 2026 -02- 2 0

WESTERN CAPE EDUCATION DEPARTMENT

CHECKLIST

| BID REQUIREMENT | REFERENCE |
|--|------------|
| BID OFFERS WITHOUT THE FOLLOWING DOCUMENTS <u>WILL NOT BE CONSIDERED:</u> | |
| Completed in full and signed WCBD 1 The Bid | WCBD 1 |
| In the case of Consortia or Joint Ventures a Memorandum of Understanding, outlining the roles and responsibilities of all parties to the Joint Ventures or Consortia, must be <u>signed</u> by all parties. | |
| General Conditions of Contract | Annexure A |
| Completed in full WCBD 3.1 Pricing Schedule | WCBD 3.1 |
| Completed in full WCBD 3.4 Specification Compliance Schedule | WCBD 3.4 |
| Annexure B (Itemised pricing schedule) | Annexure B |
| Annexure C (District Offices address list) | Annexure C |
| Annexure D (Referencing) | Annexure D |
| All signatures on bid documentation are completed where required, i.e. bidder and witnesses, failing which the bid will be invalid | |
| NON-ADHERENCE TO THE FOLLOWING WILL NOT INVALIDATE A BID: | |
| A fully completed Consolidated Declaration of Interest (WCBD 4). In the case of a Consortium or Joint Venture <u>both parties</u> must <u>complete and sign</u> the Declaration of Interest form. | WCBD 4 |
| a) a B-BBEE Verification Certificate issued by a Verification Agency accredited by the South African Accreditation System (SANAS) and which is applicable for the sector within which the bid is submitted (for example, a B-BBEE certificate for the catering and Hospitality sector is not applicable for Transport and Storage bids); or b) an affidavit, in the form prescribed by the Department of Trade and Industry (dti) which confirms the annual total revenue and level of black ownership together with the sector in respect of which it is issued. This form is obtainable on the dti website; or c) an affidavit issued by Companies Intellectual Property Commission (CIPC) | WCBD 6.1 |
| An original or certified copy of a B-BBEE Status level of Contribution Certificate. In the case of a Consortium or Joint Venture a <u>consolidated</u> B-BBEE Status Level of Contribution Certificate, <u>in the name</u> of the Joint Venture or Consortium must be submitted. | |
| An original or certified black & white copy of the company registration documents, i.e CK 1, CK 2, etc. | |
| I confirm that all documents requested are attached / not attached | |
| Comments: | |
| Signature.....Print.....Date..... | |
| Each bid must be addressed in accordance with the directives in the bid documents and must be lodged in a separate sealed envelope with the name and address of the bidder, the bid number and the closing date indicated on the reverse side of the envelope. | |

WESTERN CAPE EDUCATION DEPARTMENT

CHECKLIST

| BID REQUIREMENT | REFERENCE | COMPLETED / ATTACHED |
|--|------------|----------------------|
| Completed and signed WCBD 1 The Bid | WCBD 1 | |
| General Conditions of Contract | Annexure A | |
| Completed WCBD 3.1 Pricing Schedule | WCBD 3.1 | |
| Completed in full WCBD 3.4 Specification Compliance Schedule | WCBD 3.4 | |
| Annexure B (Itemised pricing schedule) | WCBD 3.4 | |
| Annexure C (District Offices address list) | WCBD 3.4 | |
| Annexure D (Referencing) | WCBD 3.4 | |
| Annexure B (Itemised pricing schedule) | WCBD 3.4 | |
| All signatures on bid documentation are completed where required, i.e. bidder and witnesses, failing which the bid will be invalid | | |
| A fully completed Consolidated Declaration of Interest (WCBD 4). In the case of a Consortium or Joint Venture <u>both parties must complete and sign the Declaration of Interest form.</u> | WCBD 4 | |
| Addendum to the WCBD 4 | | |
| Preference points claim form in terms of the preferential procurement regulations 2022 and in terms of the Western Cape Governments interim strategy as it relates to preference points | WCBD 6.1 | |
| a) a B-BBEE Verification Certificate issued by a Verification Agency accredited by the South African Accreditation System (SANAS) and which is applicable for the sector within which the bid is submitted (for example, a B-BBEE certificate for the catering and Hospitality sector is not applicable for Transport and Storage bids); or b) an affidavit, in the form prescribed by the Department of Trade and Industry (dti) which confirms the annual total revenue and level of black ownership together with the sector in respect of which it is issued. This form is obtainable on the dti website; or c) an affidavit issued by Companies Intellectual Property Commission (CIPC) | | |
| An original or certified black & white copy of the company registration documents, i.e CK 1, CK 2, etc. | | |
| BIDDERS MUST SUBMIT A B-BBEE CERTIFICATE, TO QUALIFY FOR PREFERENCE POINTS | | |
| I confirm that all documents requested are attached / not attached Comments: Signature.....Print.....Date..... | | |
| Each bid must be addressed in accordance with the directives in the bid documents and must be lodged in a separate sealed envelope with the name and address of the bidder, the bid number and the closing date indicated on the reverse side of the envelope. | | |
| FOR DEPARTMENTAL USE: Checked by Verified by: Date: Date: | | |

**PART A
INVITATION TO BID**

ZERO-TOLERANCE TO FRAUD, THEFT AND CORRUPTION (ANTI-FRAUD, THEFT AND CORRUPTION)

THE WCG IS COMMITTED TO GOVERN ETHICALLY AND TO COMPLY FULLY WITH ANTI-FRAUD, THEFT AND CORRUPTION LAWS AND TO CONTINUOUSLY CONDUCT ITSELF WITH INTEGRITY AND WITH PROPER REGARD FOR ETHICAL PRACTICES.

THE WCG HAS A ZERO TOLERANCE APPROACH TO ACTS OF FRAUD, THEFT AND CORRUPTION BY ITS OFFICIALS AND ANY SERVICE PROVIDER CONDUCTING BUSINESS WITH THE WCG.

THE WCG EXPECTS ALL ITS OFFICIALS AND ANYONE ACTING ON ITS BEHALF TO COMPLY WITH THESE PRINCIPLES TO ACT IN THE BEST INTEREST OF THE WCG AND THE PUBLIC AT ALL TIMES.

THE WCG IS COMMITTED TO PROTECTING PUBLIC REVENUE, EXPENDITURE, ASSETS AND REPUTATION FROM ANY ATTEMPT BY ANY PERSON TO GAIN FINANCIAL OR OTHER BENEFIT IN AN UNLAWFUL, DISHONEST OR UNETHICAL MANNER.

INCIDENTS AND SUSPICIOUS ACTIVITIES WILL BE THOROUGHLY INVESTIGATED AND WHERE CRIMINAL ACTIVITY IS CONFIRMED, RESPONSIBLE PARTIES WILL BE PROSECUTED TO THE FULL EXTENT OF THE LAW.

| | | | | | |
|--|---|---------------|--|---|--------------|
| YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY) | | | | | |
| BID NUMBER: | B/WCED 3157/25 | CLOSING DATE: | 20 MARCH 2026 | CLOSING TIME: | 11H00 |
| DESCRIPTION | PROVIDE AN EXECUTIVE COACHING SERVICE TO THE MANAGERS OF THE WESTERN CAPE EDUCATION DEPARTMENT, THAT WILL INCLUDE THE USE OF AN ASSESSMENT TOOL, AND WILL CONSIST OF INDIVIDUAL AND GROUP/TEAM COACHING SESSIONS, PERSONALITY ASSESSMENT FOR TEAM BUILDING INTERVENTIONS, AS WELL AS A COACHING SKILLS FOR MANAGERS PROGRAMME WITHIN THE WESTERN CAPE REGION FOR A PERIOD OF THREE (3) YEARS. | | | | |
| BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS) | | | | | |
| 1 NORTH WHARF SQUARE BUILDING, 2 LOWER LOOP STREET, FORESHORE, CAPE TOWN, 8001 (PHOTO OF BID/TENDER BOX ENCLOSED) | | | | | |
| BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO | | | TECHNICAL ENQUIRIES MAY BE DIRECTED TO: | | |
| CONTACT PERSON | Ms. K. Mabuto | | CONTACT PERSON | Ms. NP Funani | |
| TELEPHONE NUMBER | 021 467 2043 | | TELEPHONE NUMBER | 021 467 2243 / 2552 | |
| FACSIMILE NUMBER | | | FACSIMILE NUMBER | | |
| E-MAIL ADDRESS | Kutala.Mabuto@westerncape.gov.za | | E-MAIL ADDRESS | Nobanele.Funani@westerncape.gov.za | |
| SUPPLIER INFORMATION | | | | | |
| NAME OF BIDDER | | | | | |
| POSTAL ADDRESS | | | | | |
| STREET ADDRESS | | | | | |
| TELEPHONE NUMBER | CODE | | NUMBER | | |
| CELLPHONE NUMBER | | | | | |
| FACSIMILE NUMBER | CODE | | NUMBER | | |
| E-MAIL ADDRESS | | | | | |
| VAT REGISTRATION NUMBER | | | | | |
| SUPPLIER COMPLIANCE STATUS | WCSEB No. | | TCS PIN: | AND | CSD No: MAAA |
| B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE | [TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No | | B-BBEE STATUS LEVEL SWORN AFFIDAVIT | [TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| IF YES, WAS THE CERTIFICATE ISSUED BY A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL ACREDITATION SYSTEM (SANAS) | [TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No | | | | |
| [A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs & QSEs) MUST BE SUBMITTED TOGETHER WITH A COMPLETED 6.1 IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE] | | | | | |



LESS RED-TAPE

Making it easier to do business in the Western Cape

Governance documents submitted only ONCE to the WCSEB instead of each tender (tenders <R500 000)

SBD 4, 8 and 9 consolidated into ONE document: WCBd4

Documents are vetted CENTRALLY and housed in a central repository for Provincial utilisation

RFI process REMOVED. Request for Quote (RFQ) is linked to suppliers' commodity list, request issued only to suppliers with matching lists

Tax compliance is VERIFIED VIA CSD - no need to submit tax clearance certificate to WCSEB

Suppliers will NOT be SUSPENDED for a non-compliant tax status. Procuring institution will verify compliance of recommended supplier

CSD and WCSEB registration process has been CONSOLIDATED AND STREAMLINED



Western Cape
Government
Provincial Treasury

CONTACT



021 833 5361



Provincial Treasury
4 Waterford Place, 2nd floor
Century City, Cape Town
8000



wcseb@westerncape.gov.za



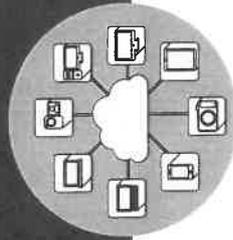
CSD Self registration
<https://secure.csd.gov.za/>

Western Cape
Supplier Helpdesk
www.westerncape.gov.za/provincial-treasury/services/supplier-helpdesk



Operating hours:
Monday - Friday 8:00 - 15:30

SUPPLIER



TRANSITION

Western Cape Supplier
Evidence Bank (WCSEB)

replaced
Western Cape Supplier Database (WCSD)



Western Cape
Government
Provincial Treasury

CENTRAL SUPPLIER DATABASE (CSD)

The CSD was established by National Treasury on behalf of all departments, constitutional institutions and public entities listed in schedule 2 & 3 of the Public Finance Management Act.

All suppliers intending to do business with government MUST be registered on the CSD. This does not apply when government procures via petty cash; foreign suppliers (no local registered entity); or any other entity as may be directed by National Treasury from time to time.

Suppliers can self-register online:
<https://secure.csd.gov.za>

Western Cape Government suppliers must additionally be registered on the Western Cape Supplier Evidence Bank (WCSEB) for procurement via the eProcurement System (ePS) also known as Integrated Procurement Solution or IPS to ensure compliance documentation is lodged.



The WCSEB replaced the WCSD on 1 October 2019 and complements the national master supplier database as a central repository of governance documentary evidence

DOCUMENTS TO REGISTER ON WCSEB

- Completed registration form and commodity list;
- Certified copies of director(s) Identity document;
- Completed WCBD4;
- Completed WCBD6:1 and BBBEE certificate/affidavit (for preference points);
- Certified copy of Security Officer's Board certificate (security services only);
- Certified copy of Construction Industry Development Board certificate (CIBD) or iTender website printout (building and construction services only); and/or
- Any sector specific documentation as may be defined.

SUPPLIER PROFILE MAINTENANCE (WCSEB)

- Documents are valid for 1 year from date of registration
- To prevent suspension on WCSEB, reminders will be issued 30 days prior to expiry to update WCBD4, WCBD6:1 and BBBEE Certificate/affidavit
- Suppliers must update profile changes by completing registration forms

APPLICATION OF PPPFR AS RELATED TO WCG

In terms of paragraph 6 (1) of the Preferential Procurement Policy Framework Regulations 2017 (PPPFR's):

- The 80/20 preference point system must be applied for acquisition of goods/services with a rand value equal to or more than R30 000.
- The PPPFR's does not apply to quotations estimated between R2 000 and up to R30 000. Bidders will be evaluated based on price only.
- Regional indicators has been developed on IPS to target local suppliers in a particular municipal region to allow for the empowerment of local Small, Medium and Micro enterprises in order to stimulate localised competition and encourage the growth of small and start-up enterprises. This also allows the WCG to ensure value for money, improved contract management and supplier performance.
- A rotation methodology will be utilised to rotate Requests for Quotation (RFQ) opportunities to a maximum of 125 suppliers per request.
- Suppliers will only receive RFQs when they are eligible to receive the requests.
- Suppliers must only select the commodities relevant to its core business when registering/updating its profile on the WCSEB.

LINKING OF SUPPLIERS ON WCSEB

- Suppliers' commodities must be correctly selected in line with its core business. Suppliers will not be linked to events already advertised.

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

| | |
|-----|---|
| 1. | Definitions |
| 2. | Application |
| 3. | General |
| 4. | Standards |
| 5. | Use of contract documents and information; inspection |
| 6. | Patent rights |
| 7. | Performance security |
| 8. | Inspections, tests and analysis |
| 9. | Packing |
| 10. | Delivery and documents |
| 11. | Insurance |
| 12. | Transportation |
| 13. | Incidental services |
| 14. | Spare parts |
| 15. | Warranty |
| 16. | Payment |
| 17. | Prices |
| 18. | Contract amendments |
| 19. | Assignment |
| 20. | Subcontracts |
| 21. | Delays in the supplier's performance |
| 22. | Penalties |
| 23. | Termination for default |
| 24. | Dumping and countervailing duties |
| 25. | Force Majeure |
| 26. | Termination for insolvency |
| 27. | Settlement of disputes |
| 28. | Limitation of liability |
| 29. | Governing language |
| 30. | Applicable law |
| 31. | Notices |
| 32. | Taxes and duties |
| 33. | National Industrial Participation Programme (NIPP) |
| 34. | Prohibition of restrictive practices |

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security,

maintenance and other such obligations of the supplier covered under the contract.

1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection.

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so

required by the purchaser.

6. Patent rights

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance security

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
- (b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of

whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. Transportation

12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

- 14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
 - (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the

goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract amendments

18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

- 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer/ Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court

may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.
- 28. Limitation of liability**
- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
 - (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language**
- 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law**
- 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices**
- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties**
- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the

purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34 Prohibition of Restrictive practices

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

PRICING SCHEDULE – FIRM PRICES

THIS DOCUMENT **MUST** BE COMPLETED IN CONJUNCTION WITH WCBD 3.4 IN BLACK OR BLUE **INDELIBLE** INK (NOT IN PENCIL)

(FAILURE TO DO SO WILL RESULT IN YOUR BID BEING DISQUALIFIED)

| | |
|----------------------------|------------------------------------|
| Name of bidder: | Bid number: B/WCED 3157/25 |
| Closing time: 11:00 | Closing date: 20 MARCH 2026 |

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

| ITEM NO. | QUANTITY | DESCRIPTION | BID PRICE IN RSA CURRENCY (INCLUDING VAT) |
|----------|-----------|---|---|
| 1. | 1 SERVICE | <p>PROVIDE AN EXECUTIVE COACHING SERVICE TO THE MANAGERS OF THE WESTERN CAPE EDUCATION DEPARTMENT, THAT WILL INCLUDE THE USE OF AN ASSESSMENT TOOL, AND WILL CONSIST OF INDIVIDUAL AND GROUP/TEAM COACHING SESSIONS, PERSONALITY ASSESSMENT FOR TEAM BUILDING INTERVENTIONS, AS WELL AS A COACHING SKILLS FOR MANAGERS PROGRAMME WITHIN THE WESTERN CAPE REGION FOR A PERIOD OF THREE (3) YEARS</p> <p style="text-align: right;">TOTAL COST YEAR 1</p> <p style="text-align: right;">TOTAL COST YEAR 2</p> <p style="text-align: right;">TOTAL COST YEAR 3</p> <p>Note: **The prices offered herein must commensurate with the prices offered in the cost breakdown (Annexure B).</p> <p>* Bidders must submit pricing for all Services. Failure to do so, will render the bid non-compliant.</p> | <p>R..... YEAR 1 (Incl. Vat)</p> <p>R..... YEAR 2 (Incl. Vat)</p> <p>R..... YEAR 3 (Incl. Vat)</p> <p>R..... TOTAL BID PRICE (inclusive of VAT)</p> |

WCBD 3.4

SPECIFICATION COMPLIANCE SCHEDULE (SERVICES)

THIS DOCUMENT MUST BE COMPLETED IN CONJUNCTION WITH WCBD 3.1 IN BLACK OR BLUE INDELIBLE INK (NOT IN PENCIL) (FAILURE TO DO SO WILL RESULT IN YOUR BID BEING DISQUALIFIED)

| | |
|----------------------------|------------------------------------|
| Name of bidder..... | Bid number: B/WCED 3157/25 |
| Closing time: 11:00 | Closing date: 20 MARCH 2026 |

THIS OFFER IS TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

The **Bidder is required to indicate, adjacent to each paragraph** in the column provided for this purpose, whether the bidder is in **compliance with the bid specifications** and to what extent by writing **“Yes, “No”, or “Noted”**. **If any comments must be made with regard to the latter, this must be provided on an addendum in which case the bidder must make reference to the relevant specification and attach any documentation, where required.**

THE WESTERN CAPE EDUCATION DEPARTMENT (WCED) RETAINS THE RIGHT NOT TO ACCEPT THE LOWEST, HIGHEST OR ANY BID, OR TO ACCEPT PART OR WHOLE OF ANY BID.

TOTAL BID PRICE (in RSA Currency including VAT) R_____ (Must be in line with amount indicated in WCBD 3.1)

| Item No | Quantity | Description | Total bid price |
|---------|----------------|---|-----------------|
| 1. | SERVICE | <p>SERVICE: Provide an executive coaching service to the Managers of the Western Cape Education Department (WCED), that will include the use of an assessment tool, and will consist of individual and group/team coaching sessions, personality assessment for team building interventions, as well as a coaching skills for Managers programme within the Western Cape region for a period of three (3) years.</p> <p>The WCED Managers consist of the following members:</p> <ul style="list-style-type: none"> • Senior Managers, • Middle Managers, • School Principals, Deputy Principals and Departmental Heads [collectively known as School Management Teams (SMTs)], and • Office-based Educators <p>SERVICE 1: Individual coaching for Senior, Middle Managers (incl. office-based Educators) and school Principals.</p> | |

| | | |
|--|---|---------------|
| | <p>SERVICE 2: Group/Team coaching for middle Managers (incl. office-based Educators), school Principals, Deputy Principals and Departmental Heads.</p> <p>SERVICE 3: Personality Assessment for team building interventions.</p> <p>SERVICE 4: Coaching Skills for Managers programme</p> <p>TOTAL BID PRICE FOR 3 YEARS.</p> <p>Note:***The price offered herein must be commensurate with the prices offered in the Pricing Schedule (WCBD 3.1).</p> <p>*****Bidders must submit pricing for all Services. Failure to do so, will render the bid non-compliant.</p> | <p>R.....</p> |
|--|---|---------------|

| Paragraph | SPECIFICATION | INDICATION OF COMPLIANCE | |
|---|---|--------------------------|----|
| | | YES | NO |
| <p>DESCRIPTION</p> <p>SERVICE: Provide an executive coaching service to the Managers of the Western Cape Education Department, that will include the use of an assessment tool, and will consist of individual and group/team coaching sessions, Personality Assessment for team building interventions, as well as a Coaching Skills for Managers programme within the Western Cape region for a period of three (3) years.</p> | | | |
| <p>BACKGROUND</p> <p>The focus is to build on the current leadership skills of the Western Cape Education Departments (WCED) Senior and Middle managers, as well as Principals, Deputy Principals and Departmental Heads known as School Management Teams (SMTs) and Office-based Educators within the Western Cape regional areas (Cape Winelands, Eden and Central Karoo, Overberg, West Coast and the Cape Metropoles).</p> <p>The aim is to provide an executive coaching service, the use of an assessment tool, personality assessment for team building interventions and coaching skills for Managers' programme to enhance the leadership skills and to facilitate a changed mindset of leaders for optimal performance.</p> <p>The service provider will be required to understand the organizational context at both senior and middle management levels, as well as the SMT members and office-based Educators of the WCED and ensure that matching of coaches with the WCED Managers is properly done. The coaches are expected to assist the WCED Managers in improving, developing, and learning new skills and achieving career aims by managing work and personal challenges to maximize performance.</p> <p>The successful service provider will need to understand the current and emerging leadership skills requirements of the organisation and offer agile and cost-effective executive coaching that is adaptable to the dynamic business environment in which the WCED operates.</p> <p>The bidder must confirm that the following is complied with by indicating YES/NO in the indicated column and by attaching the necessary documentation where required.</p> <p>PLEASE NOTE: MAKE ADDITIONAL COMMENTS, TO RELEVANT SPECIFICATIONS ON AN ADDENDUM</p> | | | |
| 1. | <p>DELIVERABLES</p> <p>THE SERVICE PROVIDER MUST:</p> | | |
| 1.1 | <p>SERVICE 1: Provide individual executive coaching services to senior managers, middle Managers (incl. office-based Educators) and school Principals.</p> | YES | NO |

| Paragraph | SPECIFICATION | INDICATION OF COMPLIANCE | |
|-----------|--|--|----|
| | | NB By indicating YES within this column, the bidder confirms that it will meet the specified deliverable. | |
| 1.2 | <p>Individual coaching services per target groups:</p> <p>Scope It must focus on assisting the Senior Managers, Middle Managers and school Principals to perform, learn, stay healthy and balanced, to effectively guide their respective teams to successfully reach their desired goals and exceed individual and organisational expectations.</p> | YES | NO |
| 1.2.1. | <p>Target Senior Managers on salary levels 13-16 (i.e. Director, Chief Director, Deputy Director-General, and Head of Department). (maximum of 5 participants per annum).</p> | YES | NO |
| | <p>Target Middle Managers on salary levels 11-12 (i.e. Deputy Directors, and Office-based Educators). (maximum of 10 participants per annum).</p> | YES | NO |
| | <p>Target School Principals (maximum of 14 participants per annum).</p> | YES | NO |
| 1.2.2 | <p>Mode Conduct individual coaching sessions at the discretion of the relevant participant, choosing between face-to-face/ in-person or MS Teams (virtually).</p> | YES | NO |
| 1.2.3 | <p>Sessions a) A maximum of eight (8) coaching sessions per coachee (the participant).</p> | YES | NO |
| | <p>b) Conduct a triangular session, which consists of the nominated coach, coachee and direct Manager of the participant.</p> | YES | NO |
| | <p>c) The first coaching session must include the goal setting, where the participant's direct manager forms part of the session.</p> | YES | NO |
| | <p>d) The last coaching session must include a feedback session to the participant and his/her direct manager on the goals set at the first coaching session.</p> | YES | NO |
| 1.2.4 | <p>Duration a) 1-hour coaching session per participant.</p> | YES | NO |
| | <p>b) Roll out over a period of ten (10) months within the respective year.</p> | YES | NO |

| Paragraph | SPECIFICATION | INDICATION OF COMPLIANCE | |
|-----------|--|--|----|
| | | NB By indicating YES within this column, the bidder confirms that it will meet the specified deliverable. | |
| 1.2.5 | <p>Assessment Tool requirements:</p> <p>a) Provide an assessment tool which must be classified by the Professional Board for Psychology*, for executive coaching purposes, as part of the coaching programme for personal development, focusing on the following:</p> <p>The desired personality assessment tool should be a comprehensive system designed to evaluate individual personality types through a structured framework. This tool will categorize users into distinct personality types based on their behavioural patterns, core motivations, and emotional responses.</p> <p>The assessment tool should offer insights into strengths, challenges, and potential areas for personal and professional development. Additionally, the tool should be user-friendly, provide detailed reports, and support both self-assessment and guided interpretation by professionals. It will be used to enhance self-awareness, team dynamics, and organizational growth.</p> <p>*Latest update Board Notice 457 of 2023, Health Professions Act, 1974 (ACT NO.56 OF 1974).</p> | YES | NO |
| | b) Provide electronic access to the personality Assessment Tool for each participant. | YES | NO |
| | c) Provide individual written reports of the outcomes of the assessment to the participants. | YES | NO |
| | d) Provide a written summary report detailing the outcomes of the assessment and a progress report to the respective Project Manager. | YES | NO |
| | | | |
| 1.2.6 | <p>Coach requirement:</p> <p>a) Provide coaches with knowledge and experience in the following areas, but not limited to:</p> <ul style="list-style-type: none"> • Strategic capability and leadership • People management and empowerment • Programme and project management • Financial management • Change and conflict management • Interpersonal communication skills | YES | NO |
| | b) Provide coaches that can administer the relevant personality assessment tool requested in par. 1.2.5. | YES | NO |
| | c) Provide valid proof of certification of each coach that can administer the personality assessment tool. | YES | NO |
| | d) Provide valid proof of the Coach's registration and | YES | NO |

| Paragraph | SPECIFICATION | INDICATION OF COMPLIANCE | |
|-----------|--|--|----|
| | | NB By indicating YES within this column, the bidder confirms that it will meet the specified deliverable. | |
| | <p>accreditation with one of the following professional bodies:</p> <ul style="list-style-type: none"> Coaches and Mentors of South Africa (COMENSA); or International Coaching Federation (ICF). | | |
| 1.2.7 | Provide a total of at least ten (10) to fifteen (15) coaches, that have a minimum formal qualification level of NQF 8 majoring in Psychology OR Business Management OR Leadership Development OR Human Resources that are accredited with SAQA. | YES | NO |
| 1.2.8 | Provide coaches with a minimum of five (5) years' experience in executive coaching. | YES | NO |
| 1.2.9 | Provide detailed Curricula Vitae (CVs) of the coaches outlining their relevant work experience, formal qualifications, professional body registrations, and focus areas of expertise, which may be shared to participants for review, as part of coach selection. | YES | NO |
| 1.2.10 | <p>Provide a coach that must be readily available upon selection for a face-to-face (in-person) coaching at a venue convenient for both parties (coach & coachee) within the following Western Cape regional areas:</p> <ul style="list-style-type: none"> Cape Winelands, West Coast, Eden and Central Karoo, Overberg, and The Cape Metropole areas. <p>(Refer to Annexure C attached)</p> | YES | NO |
| 1.2.11 | <p>Administration & Reporting:</p> <p>a) Provide a list of coaches that will conduct the individual coaching sessions for the participants, in order to select their specific coach.</p> | YES | NO |
| | <p>b) Provide the following feedback reports per coachee, to the coachee, their respective direct Line Manager and the respective Project Managers:</p> <ul style="list-style-type: none"> Midway reports (after the 4th coaching session) Final reports (after the final coaching session) | YES | NO |
| 2. | SERVICE 2: Provide a group/team coaching service for Middle Managers (incl. Office-based Educators), school Principals, Deputy Principals and Departmental Heads (SMT's). | YES | NO |

| Paragraph | SPECIFICATION | INDICATION OF COMPLIANCE | |
|-----------|---|--|----|
| | | NB By indicating YES within this column, the bidder confirms that it will meet the specified deliverable. | |
| 2.1 | <p>Group/Team coaching services per target groups:</p> <p>Scope Group/team coaching is aimed at enhancing team cohesion, collaboration, and overall performance. The group/team coaching service should cultivate a positive team culture, strengthen communication, and build trust amongst team members, while also addressing additional areas as needed.</p> | YES | NO |
| 2.1.1 | <p>Target Middle Managers on salary levels 11-12 and Office-based Educators on PL 6. (maximum of 20 participants per annum)</p> | YES | NO |
| | <p>Target School Principals, Deputy Principals and Departmental Heads (maximum of 20 participants per annum)</p> | YES | NO |
| 2.1.2 | <p>Mode Conduct face-to-face group/team sessions, at the Western Cape Education Department's Cape Teaching and Leadership Institute (CTLI), located at New Nooiensfontein Dr, Kuils River, Cape Town, 7579. (See Annexure C).</p> | YES | NO |
| 2.1.3 | <p>Group set-up A maximum of ten (10) participants per group/team</p> | YES | NO |
| 2.1.4 | <p>Sessions One (1) full day workshop per group/team</p> | YES | NO |
| 2.1.5 | <p>Duration Maximum of four (4) workshops per year</p> | YES | NO |
| 2.1.6 | <p>Assessment Tool requirements:</p> <p>a) Provide an Assessment Tool which must be classified by the Professional Board for Psychology*, for executive coaching purposes, as part of the coaching programme for personal development, focusing on the following:</p> <p>The desired personality assessment tool should be a comprehensive system designed to evaluate individual personality types through a structured framework. This tool will categorize users into distinct personality types based on their behavioural patterns, core motivations, and emotional responses.</p> <p>The assessment tool should offer insights into strengths, challenges, and potential areas for personal and professional development. Additionally, the tool should be user-friendly, provide detailed</p> | YES | NO |

| Paragraph | SPECIFICATION | INDICATION OF COMPLIANCE | |
|-----------|--|--|----|
| | | NB By indicating YES within this column, the bidder confirms that it will meet the specified deliverable. | |
| | reports, and support both self-assessment and guided interpretation by professionals. It will be used to enhance self-awareness, team dynamics, and organizational growth. *Latest update Board Notice 457 of 2023, Health Professions Act, 1974 (ACT NO.56 OF 1974). | | |
| | b) Provide electronic access to the personality Assessment Tool for each participant. | YES | NO |
| | c) Provide individual written reports of the outcomes of the assessment to the participants. | YES | NO |
| | d) Provide a written summary report detailing the outcomes of the assessment and a progress report to the respective Project Managers. | YES | NO |
| 2.1.7 | Coaches' requirements: a) The service provider must ensure that the appointed qualified Psychologist or Industrial Psychologist possesses demonstrable knowledge and experience in the following key competency areas, but not limited to: <ul style="list-style-type: none"> • Strategic Capability and Leadership • People Management and Empowerment • Programme and Project Management • Financial Management • Change and Conflict Management • Interpersonal Communication skills | YES | NO |
| | b) Provide a qualified Psychologist or Industrial Psychologist to facilitate the team coaching sessions that have a minimum formal qualification level of NQF 8 in Psychology OR Industrial Psychology that are accredited with SAQA and registered with the Health Professional Council (HPCSA). The coach must be readily available by the commencement of the service contract, to conduct the group/team coaching sessions, when scheduled. | YES | NO |
| | c) Provide proof of the coach's professional body registration(s), formal SAQA accredited qualification and HPCSA registration as a Psychologist or Industrial Psychologist. | YES | NO |
| | d) Provide detailed Curricula Vitae (CVs) of the coach(es) outlining their relevant work experiences, formal qualifications, professional body registrations, and focus | YES | NO |

| Paragraph | SPECIFICATION | INDICATION OF COMPLIANCE | |
|-----------|--|--|----|
| | | NB By indicating YES within this column, the bidder confirms that it will meet the specified deliverable. | |
| | areas of expertise. | | |
| | e) Provide valid proof of the Coach's registration and accreditation with one of the following professional bodies: <ul style="list-style-type: none"> Coaches and Mentors of South Africa (COMENSA); or International Coaching Federation (ICF). | YES | NO |
| | f) Provide a list of Coaches that will conduct the group/team coaching sessions for Middle Managers / SMTs to the respective Project Managers. | YES | NO |
| | g) Provide one (1) coach that is assigned to a group/team of ten (10) participants in order to teach the participants how to influence and control different personality types in order to improve communication, build trust and cohesion within a group/team to improve relationships in order to improve team performance of staff. | YES | NO |
| | h) Provide coaches for group/team session facilitations in Cape Town, at the WCED's Cape Teaching and Leadership Institute (CTLI), located in New Nooiensfontein Dr, Kuils River, Cape Town, 7579, on arranged intervention dates and timeslots, for a period of three (3) years. | YES | NO |
| | i) Provide coaches with a minimum of five (5) years' experience in group/team executive coaching. | YES | NO |
| 3. | Service 3: Provide a Personality Assessment for Team building interventions | YES | NO |
| 3.1 | <p>Scope</p> <p>The intervention is aimed to better understand various personality types, preferences, and behaviours. This would assist participants in leveraging their unique personal leadership styles, harness diversity of teams and creating high performance teams.</p> <p>The personality assessments into team-building efforts must significantly enhance the following workplace dynamics:</p> <p>(a). Enhanced Communication: Tailoring interactions based on understanding different personality types reduces misunderstandings and improves communication clarity, fostering a more harmonious work environment;</p> <p>(b). Optimized Team Dynamics: Leveraging insights into individual strengths and preferences ensures roles and responsibilities</p> | YES | NO |

| Paragraph | SPECIFICATION | INDICATION OF COMPLIANCE | |
|-----------|--|--|----|
| | | NB By indicating YES within this column, the bidder confirms that it will meet the specified deliverable. | |
| | <p>are aligned effectively, boosting team efficiency and job satisfaction;</p> <p>(c). Increased Engagement: Recognizing and valuing diverse personalities boosts team members' engagement, leading to higher job satisfaction and a stronger commitment to organizational goals;</p> <p>(d). Improved Conflict Resolution: Understanding varied personality traits helps in handling disputes more empathetically and effectively, contributing to a supportive team atmosphere; and</p> <p>(e). Strategic Development: Provide insights into leadership potential and developmental needs, facilitating targeted career planning and team growth, ensuring the team's continuous adaptation and success.</p> | | |
| 3.1.1 | <p>Target Middle Managers (SL 11-12) and Office-based Educators on (PL 6); and school Principals, Deputy Principals and Departmental Heads. (maximum of 40 participants per annum)</p> | YES | NO |
| 3.1.2 | <p>Mode Conduct face-to-face team sessions, at the Western Cape Education Department's Cape Teaching and Leadership Institute (CTLI), located at New Nooiensfontein Dr, Kuils River, Cape Town, 7579.</p> | YES | NO |
| 3.1.3 | <p>Group set-up A maximum of ten (10) participants per team. (School needs differ from school to school)</p> | YES | NO |
| 3.1.4 | <p>Sessions Two (2) full day workshop per team</p> | YES | NO |
| 3.1.5 | <p>Duration Maximum of four (4) workshops per year</p> | YES | NO |
| 3.1.6 | <p>Assessment tool requirements:</p> <p>a) Provide electronic access to the assessment tool, to each participant, in order for the participants to have their individual assessment report available as part of the team building intervention.</p> | YES | NO |
| | <p>b) Provide feedback on the assessment report as part of the coaching programme for personal development in a team set-up, focusing on the following, but not limited to:</p> <p>The assessment reports should offer insights into strengths, challenges, and potential areas for personal and professional development. It will be used to enhance self-awareness, team dynamics, and organizational growth.</p> | YES | NO |

| Paragraph | SPECIFICATION | INDICATION OF COMPLIANCE | |
|-----------|--|--|----|
| | | NB By indicating YES within this column, the bidder confirms that it will meet the specified deliverable. | |
| 3.1.7 | <p>Coach requirements:</p> <p>Provide one (1) accredited Coach to administer the assessments in a team set-up.</p> <p>The Coach must be readily available by the commencement of the service contract, to conduct the team sessions.</p> | YES | NO |
| 3.1.8 | <p>Registration and Accreditation:</p> <p>Provide valid proof of the Coach's registration and accreditation with one of the following professional bodies:</p> <ul style="list-style-type: none"> • Coaches and Mentors of South Africa (COMENSA); or • International Coaching Federation (ICF). | YES | NO |
| | | | |
| 4. | SERVICE 4: Provide a Coaching Skills for Managers Programme. | YES | NO |
| 4.1 | <p>Scope</p> <p>It must be aimed at teaching coaching skills methods to participants on how to conduct and apply coaching effectively on their staff, by applying practical coaching skills and using influential questioning techniques.</p> <p>The coaching skills for managers programme should focus on the following areas, but is not limited to:</p> <ul style="list-style-type: none"> • Understanding what Coaching is (introduction, definition and values). • Understanding the differences between coaching, mentoring, counselling, consulting, managing and training from a managerial perspective. • Benefits of coaching for managers and alignment to the WCED organisational values. • The coaching approach and process. • Creating a coaching relationship between a manager and a subordinate. • Understanding employee culture, beliefs and behaviour. • Identifying good coaching opportunities, and how to conduct a coaching conversation. • Identify developmental needs of a subordinate. • Understanding what issues or challenges might get in the way of someone engaging with or in a coaching conversation. • Learning how to use reflective practice in coaching. • Identify and explain various examples of different coaching models. • Teaching the practical application of useful coaching techniques, reflective practices, interactive methodologies, | YES | NO |

| Paragraph | SPECIFICATION | INDICATION OF COMPLIANCE | |
|-----------|--|--|----|
| | | NB By indicating YES within this column, the bidder confirms that it will meet the specified deliverable. | |
| | pair and groupwork. | | |
| 4.1.1 | Target Middle Managers (SL 11-12 and Office-based Educators on PL 6) (maximum of 75 participants per annum) | YES | NO |
| 4.1.2 | Mode Conduct face-to-face group/team sessions, at the Western Cape Education Department's Cape Teaching and Leadership Institute (CTLI), located at New Nooiensfontein Dr, Kuils River, Cape Town, 7579. | YES | NO |
| 4.1.3 | Group set-up A maximum of fifteen (15) participants per group/team. | YES | NO |
| 4.1.4 | Sessions Two (2) full day workshop | YES | NO |
| 4.1.5 | Duration Maximum of five (5) workshops per year. | YES | NO |
| 4.1.6 | Coach requirements: a) Provide one (1) registered coach that is experienced in teaching people how to apply coaching skills and techniques. | YES | NO |
| | b) Provide valid proof of the Coach's registration and accreditation with one of the following professional bodies: <ul style="list-style-type: none"> • Coaches and Mentors of South Africa (COMENSA); or • International Coaching Federation (ICF). | YES | NO |

| Paragraph | SPECIFICATION | INDICATION OF COMPLIANCE | |
|------------|---|--|----|
| | | NB By indicating YES within this column, the bidder confirms that it will meet the specified deliverable. | |
| 5. | EVALUATION CRITERIA | | |
| 5.1 | The bid will not be considered without the following documents or compliance to the requirements stated: | | |
| 5.1.1 | Completed and signed WCBD 1 Invitation to Bid. | | |
| 5.1.2 | Fully completed WCBD 3.1 Pricing Schedule. | | |
| 5.1.3 | Fully completed Annexure B (Annexure to the Pricing Schedule). | | |
| 5.1.4 | Fully completed WCBD 3.4 Specification Compliance Schedule. | | |
| 5.1.5 | Attendance of Compulsory Information Session. | | |
| 5.1.6 | Registration on Central Supplier Database (CSD). Where applicable (Joint Ventures and Consortia) submission of a duly signed Memorandum of Understanding detailing the roles and responsibilities of all parties. In such cases all the parties must be actively registered on the WCSEB and CSD at the time that this bid is awarded. Failure to submit the above required documents and compliance to the stated requirements will render the bid non-compliant. | | |
| 5.2 | The bidder MUST submit with the bidding document, at bid closure, the following: (Failure to submit the items listed below, will render a bid non-compliant). | | |
| 5.2.1 | The service provider must submit <u>three (3)</u> fully completed Annexure D as part of referencing. All three (3) Annexure Ds must indicate similar executive coaching services that were offered in the last five years from date of bid closure. | YES | NO |
| 5.2.2 | The bidder must submit a company profile outlining the following aspects: <ul style="list-style-type: none"> • Company overview • Similar executive coaching services rendered • Clients or customers • List / names of coaches to be used in executing the service. | YES | NO |
| 5.2.3 | The bidder must submit a detailed CV of each coach indicating a minimum of five (5) years relevant work experience in the areas of expertise, formal qualification, professional body registrations. | YES | NO |
| 5.2.4 | The bidder must indicate in the company profile an assessment tool that will be used for the execution of the service as referred in par 2.1.6. | YES | NO |

| Paragraph | SPECIFICATION | INDICATION OF COMPLIANCE | |
|-----------|--|--|----|
| | | NB By indicating YES within this column, the bidder confirms that it will meet the specified deliverable. | |
| | Proof confirming that the assessment tool is classified by the Professional Board for Psychology must be submitted. | | |
| 5.2.5 | The bidder must provide valid proof of certification for each Coach to ensure that they are certified to administer the personality assessment tool. | YES | NO |
| 5.2.6 | For each Coach offered the bidder must submit valid proof of the Coach's registration and accreditation with one of the following professional bodies as indicated below: Coaches and Mentors of South Africa (COMENSA). International Coaching Federation (ICF). | YES | NO |
| 5.2.7 | For each coach offered the bidder must provide valid proof of South African Qualifications Authority (SAQA) accredited qualification majoring in either Psychology, Industrial Psychology, Business Management, Leadership Development or Human Resources. | YES | NO |
| 5.2.8 | For each Psychologist offered the bidder must submit valid proof of registration with the Health Professional Council (HPCSA). | YES | NO |
| 5.3 | The Bidder must comply with the following requirements, which will not necessarily invalidate the bid: | | |
| 5.3.1 | Completion in full of the WCBD 4 Declaration of interest form and the addendum thereto. This form must be certified by a Commissioner of Oaths. | | |
| 5.3.2 | Declare any related party interest on an addendum to the WCBD 4. The declaration must reflect whether the bidder or any of the directors/shareholders/members/business partners or associates of the bidding entity have any interest in any other related companies, whether these related companies are bidding for this contract or not. This addendum must also be certified by a Commissioner of Oaths. | | |
| 5.3.3 | The regulations promulgated in terms of the Public Finance Management Act (PFMA) 1999, allows an accounting officer to disregard the bid of any bidder if that bidder, or any of its directors has (amongst others): (i) abused the institution's supply chain management system (ii) committed fraud or any other improper conduct in relation to such system. Consequently, you are required to submit full and complete information in respect of the declaration of interest. | | |
| 5.3.4 | An original or certified black & white copy of the company registration documents, i.e CK 1, CK 2. | | |
| 5.3.5 | The Preferential Procurement Regulations, 2022 effective from 16 January 2023 will apply in this bid. Please acquaint yourself with such Regulations. Please note that points for BB-BEE status level of contribution will only be awarded to bidders who | | |

| Paragraph | SPECIFICATION | INDICATION OF COMPLIANCE | | | | | | | | | |
|--------------------|---|--|-------|----------|----|------------------|----|--|------------|--|--|
| | | NB By indicating YES within this column, the bidder confirms that it will meet the specified deliverable. | | | | | | | | | |
| 5.3.6 | <p>claim such points through the completion of the WCD 6.1 Preference Points Claim Form(attached), in full (and which you are required to read in its entirety) and who submit proof of such BB-BEE status level of contribution, which can be in the form of the following:</p> <p>(a) a B-BBEE Verification Certificate issued by a Verification Agency accredited by the South African Accreditation System (SANAS) and which is applicable for the sector within which the bid is submitted (for example, a B-BBEE certificate for the catering and Hospitality sector is not applicable for Transport and Storage bids); or</p> <p>(b) an affidavit, in the form prescribed by the Department of Trade and Industry (dti) which confirms the annual total revenue and level of black ownership together with the sector in respect of which it is issued. This form is obtainable on the dti website; or</p> <p>(c) an affidavit issued by Companies Intellectual Property Commission (CIPC)</p> <p>The Master Registration Number (Supplier number) enables the WCED to verify the bidder's tax compliance status on the CSD.</p> | | | | | | | | | | |
| 5.4 | <p>All compliant offers will be ranked according to the point system indicated below in terms of the preferential procurement regulations 2022:</p> <table border="1"> <thead> <tr> <th>Evaluation Element</th> <th>Point</th> </tr> </thead> <tbody> <tr> <td>1. Price</td> <td>80</td> </tr> <tr> <td>2. B-BBEE Points</td> <td>20</td> </tr> <tr> <td></td> <td>100</td> </tr> </tbody> </table> | Evaluation Element | Point | 1. Price | 80 | 2. B-BBEE Points | 20 | | 100 | | |
| Evaluation Element | Point | | | | | | | | | | |
| 1. Price | 80 | | | | | | | | | | |
| 2. B-BBEE Points | 20 | | | | | | | | | | |
| | 100 | | | | | | | | | | |
| 6. | THE SUCCESSFUL SERVICE PROVIDER MUST ADHERE TO THE FOLLOWING: | | | | | | | | | | |
| 6.1 | Provide an administrative, reporting function and reports: | | | | | | | | | | |
| 6.1.1 | Offer an established booking and reporting system to track the individual participation of the Senior and Middle Managers Coaching programme. | YES | NO | | | | | | | | |
| 6.1.2 | Offer an established booking and reporting system for Group/Team Middle Management and SMT's Coaching sessions for the WCED managers. | YES | NO | | | | | | | | |
| 6.1.3 | Offer an established booking and reporting system for the Personality Assessment for team building intervention sessions. | YES | NO | | | | | | | | |
| 6.1.4 | Offer an established booking and reporting system for Coaching Skills Intervention sessions for the WCED managers. | YES | NO | | | | | | | | |
| 6.1.5 | Provide a dedicated Liaison Officer to manage the administration of the end-to-end Coaching service. | YES | NO | | | | | | | | |

| Paragraph | SPECIFICATION | INDICATION OF COMPLIANCE | |
|-----------|--|--|----|
| | | NB By indicating YES within this column, the bidder confirms that it will meet the specified deliverable. | |
| | | | |
| 6.1.6 | Provide reports to the respective Project Managers and designated Line Manager of each participant, as outlined in paragraphs 6.1.8 (a) to (c) below: | YES | NO |
| 6.1.7 | Provide reports to the respective Project Managers as outlined in paragraphs 6.1.8 (d) and (e) below: | YES | NO |
| 6.1.8 | a) Compile and submit monthly reports on the progress of active Coaching interventions, which must be submitted within ten (10) business days after the last calendar day of each month. | YES | NO |
| | b) Compile and submit individual mid-way and final feedback reports, which must be submitted after the 4 th and final session. | YES | NO |
| | c) Compile and submit a summarised quarterly (three-monthly) report documenting leadership themes of the issues facing senior and middle managers, as well as the SMT members. | YES | NO |
| | d) Provide annually a summary impact report of all individuals and group Coaching activities outlining the following: <ul style="list-style-type: none"> • Workshop title / Coaching title and individual participant name and surname; • Introduction/background; • Purpose and objectives; • Outcomes/targets achieved; • Explanation of the training activities, challenges, attendance and participation; • Findings of the workshop / Coaching session impact on participant(s); • Confirmation of Personality assessments; and • Conclusion and recommendations. | YES | NO |
| | e) Compile ad hoc reports, when requested. | YES | NO |
| 6.1.9 | Within seven (7) working days upon receipt of a request for Senior/ Middle Management/ SMT members Coaching sessions, provide/ arrange for: | YES | NO |
| 6.1.9.1 | A list of three (3) coaches (residing within the Western Cape) to the nominated participant; and | YES | NO |

| Paragraph | SPECIFICATION | INDICATION OF COMPLIANCE | |
|-----------|---|--|----|
| | | NB By indicating YES within this column, the bidder confirms that it will meet the specified deliverable. | |
| 6.1.9.2 | Conduct a short, chemistry session between the nominated Coachee and the selected two (2) coaches, of which thereafter the nominated participant will select one (1) coach. | YES | NO |
| 6.1.9.3 | Notify the respective Project Managers in writing within 7 days of any changes in coaching staff. | YES | NO |
| 7. | THE WCED WILL: Supply the following: | | |
| 7.1 | Catering for the face-to-face group Coaching sessions. | | |
| 7.2 | A suitable venue that will be reasonably accessible, taking into consideration the attendees potential travel challenges at CTLI and the District offices. | | |
| 7.3 | The date, time, venue and contact details of the participant (s). | | |
| 7.4 | The attendance registers for all participation sessions. | | |
| 7.5 | Brief the successful service provider of any unforeseen changes during the contract period, if necessary. | | |
| 7.6 | Monitor the service and deliverables throughout the contract period. | | |
| 7.7 | Provide the successful service provider with necessary and relevant information required. | | |
| 8. | CONTRACT MONITORING | | |
| 8.1 | The WCED Project Manager, Ms Patience Funani, (Email address: Nobanele.Funani@westerncape.gov.za (tel no: 021 467 2243) will manage this contract for the Head Office Senior and Middle Managers. | | |
| 8.2 | Invoices and billing statements must be emailed to the Project Coordinators, Mr Deiniol Arendse and Ms Chanté Albertus (email address: <u>Deiniol.Arendse@westerncape.gov.za</u> and <u>Chante.Albertus@westerncape.gov.za</u>) with (tel no: 021 246 2466 and 021 467 2377) for all Head Office Senior, Middle Managers and Office-based Educators. | | |
| 8.3 | Additionally, this contract will be managed by the Project Manager from CTLI, Ms. Melvina September, (email address: <u>Melvina.September@westerncape.gov.za</u>) with (tel no: 021 900 5021) for the Principals, Deputy Principals and Departmental Heads. | | |
| 8.4 | Invoices and billing reports must be emailed to the Project Manager of the CTLI for all Principals, Deputy Principals and Departmental Heads participants. | | |

| Paragraph | SPECIFICATION | INDICATION OF COMPLIANCE |
|------------|---|--|
| | | NB By indicating YES within this column, the bidder confirms that it will meet the specified deliverable. |
| 8.5 | The contract will be monitored through a Service Level Agreement. | |
| 9. | PAYMENT CONDITIONS | |
| 9.1 | The service provider must submit a monthly itemised billing breakdown if any services were rendered in a month, by the 7th working day after the previous month has ended via email to the Project Manager/s and Project Coordinator/s, on condition as indicated below: | |
| 9.2 | The Department will verify the correctness of a tax invoice and notify the Service Provider of any possible discrepancies within 10 (ten) working days of receipt of the tax invoice. | |
| 9.3 | Provided that the tax invoice is correct the amount due shall be payable by the Department within 30 (thirty) calendar days from receipt of the valid tax invoice. After consensus, submit a valid tax invoice monthly via email to the Project Manager. | |
| 10. | GENERAL CONDITIONS OF CONTRACT | |
| 10.1 | This contract will be governed through the General Conditions of Contract attached to this bid document. | |
| 10.2 | Bidders must note that the penalties intended through clause 22 of the General Conditions of Contract, which forms part of the contract, will be imposed in the execution of this contract. Consequently, bidders must acquaint themselves with the General Conditions of Contract which relates to the suppliers' performance on the contract. Bidders must note these conditions upfront to prevent their business and its' directors/members/shareholders from possibly being restricted to do business with the public sector. | |
| 11. | COMPULSORY INFORMATION SESSION | |
| | <p>A compulsory information session will be held on 6 March 2026 AT 11H00 at (1 North Wharf Square, 2 Lower Loop Street, Ground Floor, Foreshore, Cape Town).</p> <p>Potential bidders, who arrive more than 15 minutes later than the advertised commencement time of the information session, will not be allowed into the venue. This is a compulsory information session and failure to attend the information session will invalidate the bid offer.</p> <p>The purpose of the information session shall be to highlight the pricing procedure, enable the potential successful service provider to acquaint him/herself with the requirements of the WCED and completion of the bid documents.</p> <p><i>Bid documents are obtainable from the eTender portal: www.etenders.gov.za. No documents will be issued by the WCED.</i></p> <p>Cut-off time for bidders to submit question will be on 12 March 2026 at 15:00.</p> | |

B/WCED 3157 /25: SERVICE: PROVIDE AN EXECUTIVE COACHING SERVICE TO THE MANAGERS OF THE WESTERN CAPE EDUCATION DEPARTMENT, THAT WILL INCLUDE THE USE OF AN ASSESSMENT TOOL, AND WILL CONSIST OF INDIVIDUAL AND GROUP/TEAM COACHING SESSIONS, PERSONALITY ASSESSMENT FOR TEAM BUILDING INTERVENTIONS, AS WELL AS A COACHING SKILLS FOR MANAGERS PROGRAMME WITHIN THE WESTERN CAPE REGION FOR A PERIOD OF THREE (3) YEARS.

ANNEXURE C: ADDRESSES OF DISTRICT OFFICES IN THE WESTERN CAPE

Cape Teaching and Leadership Institute (CTLI)

New Nooiensfontein Drive
KUILS RIVER
7579

Metro Central Education District (MCED)

Gate House 2
Alexandra Provincial Office Precinct
Haven Road
Garden Village
MAITLAND
7705

Metro East Education District (MEED)

Belhar Road
off Nooiensfontein Road
KUILSRIVER
7579

Metro North Education District (MNED)

9 Timmerman Street
PAROW
7500

Metro South Education District (MSED)

AZ Berman Drive
Lentegeur
MITCHELL 'S PLAIN
7785

Cape Winelands Education District (CWED)

9 Durban Street
WORCESTER
6849

Eden & Central Karoo Education District (ECKED)

York Park Building
1st Floor
St Johns Street
GEORGE
6529

Overberg Education District (OED)

15 College Road
CALEDON
7230

West Coast Education District (West Coast ED)

6 Hospital Street
PAARL
7620



**This form must be completed by the authorised person of the bidder's current or previous clients.
The form must be fully completed, signed and stamped. Forms which are neither complete, nor
signed, nor stamped will not be considered for evaluation.**

| | |
|---|--|
| Name of Institution (Client): | |
| Contact person: | |
| Designation: | |
| Telephone number: | |
| e-mail address: | |
| Contract/Tender Number: | |
| Contract Description: | |
| Name of Bidder/Service Provider: | |
| Project start date and duration: | |
| Contractual completion date: | |
| Bidder's completion date: | |
| Project status (i.e. Completed/ in Progress/ unfinished) | |
| Remarks on the performance of the service provider: | |

Name:

Company Stamp:

Signature:

Date:



PROVINCIAL GOVERNMENT WESTERN CAPE

DECLARATION OF INTERESTS, BIDDERS PAST SCM PRACTICES AND INDEPENDENT BID DETERMINATION

1. To give effect to the requirements of the Western Cape Provincial Treasury Instructions, 2019: Supply Chain Management (Goods and Services), Public Finance Management Act (PFMA) Supply Chain Management (SCM) Instruction No. 3 of 2021/2022 - SBD 4 Declaration of Interest, Section 4 (1)(b)(iii) of the Competition Act No. 89 of 1998 as amended together with its associated regulations, the Prevention and Combating of Corrupt Activities Act No 12 of 2004 and regulations pertaining to the tender defaulters register, Paragraph 16A9 of the National Treasury Regulations and/or any other applicable legislation.
2. Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.
3. All prospective bidders intending to do business with the Institution must be registered on the Central Supplier Database (CSD) and the Western Cape Supplier Evidence Bank (WCSEB) if they wish to do business with the Western Cape Government (WCG) via the electronic Procurement Solution (ePS).
4. The status of enterprises and persons listed on the National Treasury's Register for Tender Defaulters will be housed on the ePS. Institutions may not under any circumstances procure from enterprises and persons listed on the Database of Tender Defaulters.
5. The status of suppliers listed on the National Treasury's Database of Restricted Suppliers will be housed on the ePS; however, it remains incumbent on institutions to check the National Treasury Database of Restricted Suppliers before the conclusion of any procurement process. For suppliers listed as restricted, institutions must apply due diligence and risk assessment before deciding to proceed with procurement from any such supplier.

6. Definitions

"bid" means a bidder's response to an institution's invitation to participate in a procurement process which may include a bid, price quotation or proposal;

"Bid rigging (or collusive bidding)" occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and/or services through a bidding process. Bid rigging is, therefore, an agreement between competitors;

If you know of any corrupt, fraudulent or collusive actions in the Institution, please report it by calling the National Hotline 0800 701 701

This form must be completed annually. Should the information herein declared change in the course of the year or before the next renewal or in relation to any bid, quotation or contract, it is the entity's responsibility to advise the Institution in writing of the change in such details.

“business interest” means -

- (a) a right or entitlement to share in profits, revenue or assets of an entity;
- (b) a real or personal right in property;
- (c) a right to remuneration or any other private gain or benefit, or
- (d) includes any interest contemplated in paragraphs (a), (b) or (c) acquired through an intermediary and any potential interest in terms of any of those paragraphs;

“Consortium or Joint Venture” means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;

“Controlling interest” means, the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise;

“Corruption”- General offences of corruption are defined in the Combating of Corrupt Activities Act, 2004 (Act No 12 of 2004) as:

Any person who directly or indirectly -

- (a) accepts or agrees or offers to accept an! gratification from any other person, whether for the benefit of himself or herself or for the benefit of another person; or
- (b) gives or agrees or offers to give to any other person any gratification, whether for the benefit of that other person or for the benefit of another person., in order to act personally or by influencing another person so to act, in a manner—
 - (i) that amounts to the-
 - (aa) illegal, dishonest, unauthorised, incomplete, or biased; or
 - (bb) misuse or selling of information or material acquired in the course of the exercise, carrying out or performance of any powers, duties or functions arising out of a constitutional, statutory, contractual or any other legal obligation;
 - (ii) that amounts to-
 - (aa) the abuse of a position of authority;
 - (bb) a breach of trust; or
 - (cc) the violation of a legal duty or a set of rules;
 - (iii) designed to achieve an unjustified result; or
 - (iv) that amounts to any other unauthorised or improper inducement to do or 45 not to do anything, of the, is guilty of the offence of corruption.

“CSD” means the Central Supplier Database maintained by National Treasury;

If you know of any corrupt, fraudulent or collusive actions in the Institution, please report it by calling the National Hotline 0800 701 701

This form must be completed annually. Should the information herein declared change in the course of the year or before the next renewal or in relation to any bid, quotation or contract, it is the entity's responsibility to advise the Institution in writing of the change in such details.

“employee”, in relation to –

- (a) a department, means a person contemplated in section 8 of the Public Service Act, 1994 but excludes a person appointed in terms of section 12A of that Act; and
- (b) a public entity, means a person employed by the public entity;

“entity” means any -

- (a) association of persons, whether or not incorporated or registered in terms of any law, including a company, corporation, trust, partnership, close corporation, joint venture or consortium; or
- (b) sole proprietorship;

“entity conducting business with the Institution” means an entity that contracts or applies or tenders for the sale, lease or supply of goods or services to the Province;

“Family member” means a person’s -

- (a) spouse; or
- (b) child, parent, brother, sister, whether such a relationship results from birth, marriage or adoption or some other legal arrangement (as the case may be);

“intermediary” means a person through whom an interest is acquired, and includes a representative or agent or any other person who has been granted authority to act on behalf of another person;

“Institution” means –

a provincial department or provincial public entity listed in Schedule 3C of the Act;

“Provincial Government Western Cape (PGWC)” means

- (a) the Institution of the Western Cape, and
- (b) a provincial public entity;

“RWOEE” means -

Remunerative Work Outside of the Employee's Employment

“spouse” means a person's -

- (a) partner in marriage or civil union according to legislation;
- (b) partner in a customary union according to indigenous law; or
- (c) partner with whom he or she cohabits and who is publicly acknowledged by the person as his or her life partner or permanent companion.

If you know of any corrupt, fraudulent or collusive actions in the Institution, please report it by calling the National Hotline 0800 701 701

This form must be completed annually. Should the information herein declared change in the course of the year or before the next renewal or in relation to any bid, quotation or contract, it is the entity's responsibility to advise the Institution in writing of the change in such details.

7. Regulation 13(c) of the Public Service Regulations (PSR) 2016, effective 1 February 2017, prohibits any employee from conducting business with an organ of state, or holding a directorship in a public or private company doing business with an organ of state unless the employee is a director (in an official capacity) of a company listed in schedules 2 and 3 of the Public Finance Management Act.
 - a) Therefore, by 31 January 2017 all employees who are conducting business with an organ of state should either have:
 - (i) resigned as an employee of the government institution or;
 - (ii) cease conducting business with an organ of state or;
 - (iii) resign as a director/shareholder/owner/member of an entity that conducts business with an organ of state.
8. Any legal person, or their family members, may make an offer or offers in terms of this invitation to bid. In view of potential conflict of interest, in the event that the resulting bid, or part thereof, be awarded to family members of persons employed by an organ of state, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where the bidder is employed by the Institution.
9. The bid of any bidder may be disregarded if that bidder or any of its directors abused the institution's supply chain management system; committed fraud or any other improper conduct in relation to such system; disclosure is found not to be true and complete; or failed to perform on any previous contract.
10. Section 4(1)(b)(iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). Collusive bidding is a per se prohibition meaning that it cannot be justified under any grounds.
11. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorises accounting officers and accounting authorities to:
 - a) disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b) cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
12. Communication between partners in a joint venture or consortium will not be construed as collusive bidding.

If you know of any corrupt, fraudulent or collusive actions in the Institution, please report it by calling the National Hotline 0800 701 701

This form must be completed annually. Should the information herein declared change in the course of the year or before the next renewal or in relation to any bid, quotation or contract, it is the entity's responsibility to advise the Institution in writing of the change in such details.

SECTION C: PERFORMANCE MANAGEMENT AND BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

To enable the prospective bidder to provide evidence of past and current performance.

| | | | |
|------------|--|----|-----|
| C1. | Did the entity conduct business with an organ of state in the last twelve months? (If yes complete Table C) | NO | YES |
|------------|--|----|-----|

C2. TABLE C

Complete the below table to the maximum of the last 5 contracts.

| NAME OF CONTRACTOR | PROVINCIAL DEPARTMENT OR PROVINCIAL ENTITY | TYPE OF SERVICES OR COMMODITY | CONTRACT/ ORDER NUMBER | PERIOD OF CONTRACT | VALUE OF CONTRACT | |
|--------------------|--|-------------------------------|------------------------|--------------------|-------------------|-----|
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| C3. | Is the entity or its principals listed on the National Database as companies or persons prohibited from doing business with the public sector? | | | NO | YES | |
| C4. | Is the entity or its principals listed on the National Treasury Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004)? (To access this Register enter the National Treasury's website, www.treasury.gov.za , click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 326 5445.) | | | NO | YES | |
| C5. | If yes to C3 or C4, were you informed in writing about the listing on the database of restricted suppliers or Register for Tender Defaulters by National Treasury? | | | NO | YES | N/A |
| C6. | Was the entity or persons listed in Table A convicted for fraud or corruption during the past five years in a court of law (including a court outside the Republic of South Africa)? | | | NO | YES | |
| C7. | Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract? | | | NO | YES | |

If you know of any corrupt, fraudulent or collusive actions in the Institution, please report it by calling the National Hotline 0800 701 701

This form must be completed annually. Should the information herein declared change in the course of the year or before the next renewal or in relation to any bid, quotation or contract, it is the entity's responsibility to advise the Institution in writing of the change in such details.

SECTION D: DULY AUTHORISED REPRESENTATIVE TO DEPOSE TO AFFIDAVIT
 This form must be signed by a duly authorised representative of the entity in the presence of a commissioner of oaths.

- I, hereby swear/affirm;
- i. that the information disclosed above is true and accurate;
 - ii. that I have read understand the content of the document;
 - iii. that I have arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.
 - iv. that the entity undertakes to independently arrive at any offer at any time to the Institution without any consultation, communication, agreement or arrangement with any competitor. In addition, that there will be no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specification, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates;
 - v. that the entity or its representative are aware of and undertakes not to disclose the terms of any bid, formal or informal, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract; and
 - vi. that there have been no consultations, communications, agreements or arrangements made with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and that my entity was not involved in the drafting of the specifications or terms of reference for this bid.

.....
DULY AUTHORISED REPRESENTATIVE'S SIGNATURE

I certify that before administering the oath/affirmation I asked the deponent the following questions and wrote down his/her answers in his/her presence:

- 1.1 Do you know and understand the contents of the declaration? ANSWER:
- 1.2 Do you have any objection to taking the prescribed oath? ANSWER:
- 1.3 Do you consider the prescribed oath to be binding on your conscience? ANSWER:.....
- 1.4 Do you want to make an affirmation? ANSWER:
- 2. I certify that the deponent has acknowledged that he/she knows and understands the contents of this declaration, which was sworn to/affirmed and the deponent's signature/thumbprint/mark was place thereon in my presence.

.....
 SIGNATURE FULL NAMES Commissioner of Oaths

Designation (rank) ex officio: Republic of South Africa

Date:..... Place

Business Address:

.....

If you know of any corrupt, fraudulent or collusive actions in the Institution, please report it by calling the National Hotline 0800 701 701

This form must be completed annually. Should the information herein declared change in the course of the year or before the next renewal or in relation to any bid, quotation or contract, it is the entity's responsibility to advise the Institution in writing of the change in such details.

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 AND IN TERMS OF THE WESTERN CAPE GOVERNMENTS INTERIM STRATEGY AS IT RELATES TO PREFERENCE POINTS

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS (TENDERERS) MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER, PREFERENTIAL PROCUREMENT REGULATIONS, 2022 AND THE BROAD BASED BLACK ECONOMIC EMPOWERMENT ACT AND THE CODES OF GOOD PRACTICE

1. DEFINITIONS

- 1.1 **“acceptable tender”** means any tender which, in all respects, complies with the specifications and conditions of tender as set out in the tender document.
- 1.2 **“affidavit”** is a type of verified statement or showing, or in other words, it contains a verification, meaning it is under oath or penalty of perjury, and this serves as evidence to its veracity and is required for court proceedings.
- 1.3 **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 1.4 **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 1.5 **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 1.6 **“bid”** means a written offer on the official bid documents or invitation of price quotations and “tender” is the act of bidding /tendering;
- 1.7 **“Code of Good Practice”** means the generic codes or the sector codes as the case may be;
- 1.8 **“consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 1.9 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;

- 1.10 **"EME"** is an Exempted Micro Enterprise with an annual total revenue of R10 million or less.
- 1.11 **"Firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 1.12 **"Large Enterprise"** is any enterprise with an annual total revenue above R50 million;
- 1.13 **"non-firm prices"** means all prices other than "firm" prices;
- 1.14 **"person"** includes a juristic person;
- 1.15 **"price" means an amount of money tendered for goods or services, and** includes all applicable taxes less all unconditional discounts;
- 1.16 **"proof of B-BBEE status level contributor"** means-
- (a) The B-BBEE status level certificate issued by an authorized body or person;
 - (b) A sworn affidavit as prescribed in terms of the B-BBEE Codes of Good Practice; or
 - (c) Any other requirement prescribed in terms of the Broad- Based Black Economic Empowerment Act.
- 1.17 **QSE** is a Qualifying Small Enterprise with an annual total revenue between R10 million and R50 million;
- 1.18 **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- 1.19 **"sub-contract"** means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract.
- 1.20 **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- 1.21 **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions;
- 1.22 **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000);
- 1.23 **"the Regulations"** means the Preferential Procurement Regulations, 2022;

- 1.24 **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette on 11 October 2013*;
- 1.25 **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 1.26 **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

2. GENERAL CONDITIONS

2.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

2.2 Preference point system for this bid:

- (a) The value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the preference point system shall be applicable; or
- (b) Either the 80/20 or 90/10 preference point system will be applicable to this tender
(delete whichever is not applicable for this tender).

2.3 Preference points for this bid (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contribution.

2.4 The maximum points for this bid are allocated as follows:

| | POINTS |
|--|------------|
| PRICE | |
| B-BBEE STATUS LEVEL OF CONTRIBUTOR | |
| Total points for Price and B-BBEE must not exceed | 100 |

2.5 Failure on the part of a bidder to fill in, sign this form and submit in the circumstances prescribed in the Codes of Good Practice either a B-BBEE Verification Certificate issued by a Verification Agency accredited by the South African Accreditation System (SANAS) or an affidavit confirming annual total revenue and level of black ownership together with the bid or an affidavit issued by Companies Intellectual Property Commission, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

2.6 The organ of state reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

3. ADJUDICATION USING A POINT SYSTEM

3.1 Subject to Section 2 (1) (f) of the Preferential Procurement Policy Framework Act, 2000, the **bidder obtaining the highest number of total points** will be awarded the contract.

3.2 A tenderer must submit proof of its B-BBEE status level of contributor in order to claim points for B-BBEE.

3.3 A tenderer failing to submit proof of B-BBEE status level of contributor or is a non-compliant contributor to B-BBEE will not be disqualified but will only score:

(a) points out of 80 for price; and

(b) 0 points out of 20 for B-BBEE

3.4 Points scored must be rounded off to the nearest 2 decimal places.

3.5 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.

3.6 As per section 2 (1) (f) of the Preferential Procurement Policy Framework Act, 2000, the contract may be awarded to a bidder other than the one scoring the highest number of total points based on objective criteria in addition to those contemplated in paragraph (d) and (e) of the Act that justifies the award to another tenderer provided that it has been stipulated upfront in the tendering conditions.

3.7 Should two or more bids be equal in all respects; the award shall be decided by the drawing of lots.

4. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

4.1 POINTS AWARDED FOR PRICE

4.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEM

A maximum of 80 or 90 points is allocated for price on the following basis:

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) & \mathbf{or} & P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \end{array}$$

Where

P_s = Points scored for price of bid under consideration

P_t = Price of tender under consideration

P_{\min} = Price of lowest acceptable tender

5. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

5.1 POINTS AWARDED FOR PRICE

A maximum of 80 or 90 points is allocated for price on the following basis:

$$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \quad \text{or} \quad Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

or

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

6. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

6.1 In terms of WCG interim strategy, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

| B-BBEE Status Level of Contributor | Number of points (90/10 system) | Number of points (80/20 system) |
|------------------------------------|---------------------------------|---------------------------------|
| 1 | 10 | 20 |
| 2 | 9 | 18 |
| 3 | 6 | 14 |
| 4 | 5 | 12 |
| 5 | 4 | 8 |
| 6 | 3 | 6 |
| 7 | 2 | 4 |
| 8 | 1 | 2 |
| Non-compliant contributor | 0 | 0 |

6.2 An **EME** must submit a valid, originally certified affidavit confirming annual turnover and level of black ownership or an affidavit issued by Companies Intellectual Property Commission

6.3 A **QSE that is less than 51 per cent (50% or less) black owned** must be verified in terms of the QSE scorecard issued via Government Gazette and submit a valid, original or a legible certified copy of a B-BBEE Verification Certificate issued by SANAS.

6.4 A **QSE that is at least 51 per cent black owned (51% or higher)** must submit a valid, originally certified affidavit confirming turnover and level of black ownership as well as declare its empowering status or an affidavit issued by Companies Intellectual Property Commission.

- 6.5 A **large enterprise** must submit a valid, original or originally certified copy of a B-BBEE Verification Certificate issued by a verification agency accredited by SANAS.
- 6.6 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 6.7 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE status level verification certificate for every separate tender.
- 6.8 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

7. BID DECLARATION

- 7.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

8. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPH 6

- 8.1 B-BBEE Status Level of Contribution..... = **(maximum of 20 points)**

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 6.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or an affidavit confirming annual total revenue and level of black ownership in terms of the relevant sector code applicable to the tender.

9. SUB-CONTRACTING

- 9.1 Will any portion of the contract be sub-contracted? **YES/NO** (delete which is not applicable)

- 9.1.1 If yes, indicate:

- (i) what percentage of the contract will be subcontracted?%

- (ii) the name of the sub-contractor?

- (iii) the B-BBEE status level of the sub-contractor?

- (iv) whether the sub-contractor is an EME or QSE? **YES/NO** (delete which is not applicable)

- 9.1.2 Sub-contracting relates to a **particular** contract and if sub-contracting is applicable, the bidder to state in their response to a particular RFQ that a portion of that contract will be sub-contracted.

10. DECLARATION WITH REGARD TO COMPANY/FIRM

10.1 Name of company/ entity:

10.2 VAT registration number:

10.3 Company Registration number:

10.4 TYPE OF COMPANY/ FIRM

- Partnership/ Joint Venture/ Consortium
- One-person business/ sole propriety
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[SELECT APPLICABLE ONE]

10.5 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contribution indicated in paragraph 7 above, qualifies the company/ firm for the preference(s) shown and I/we acknowledge that:

- (a) The Western Cape Government reserves the right to audit the B-BBEE status claim submitted by the bidder.
- (b) As set out in Section 13O of the B-BBEE Act as amended, any misrepresentation constitutes a criminal offence. A person commits an offence if that person knowingly:
 - (i) misrepresents or attempts to misrepresent the B-BBEE status of an enterprise;
 - (ii) provides false information or misrepresents information to a B-BBEE Verification Professional in order to secure a particular B-BBEE status or any benefit associated with compliance to the B-BBEE Act;
 - (iii) provides false information or misrepresents information relevant to assessing the B-BBEE status of an enterprise to any organ of state or public entity; or
 - (iv) engages in a fronting practice.
- (c) If a B-BBEE verification professional or any procurement officer or other official of an organ of state or public entity becomes aware of the commission of, or any attempt to commit any offence referred to in paragraph 10.5 (a) above will be reported to an appropriate law enforcement agency for investigation.

- (d) Any person convicted of an offence by a court is liable in the case of contravention of 10.5 (b) to a fine or to imprisonment for a period not exceeding 10 years or to both a fine and such imprisonment or, if the convicted person is not a natural person to a fine not exceeding 10 per cent of its annual turnover.
- (e) The purchaser may, if it becomes aware that a bidder may have obtained its B-BBEE status level of contribution on a fraudulent basis, investigate the matter. Should the investigation warrant a restriction be imposed, this will be referred to the National Treasury for investigation, processing and imposing the restriction on the National Treasury's List of Restricted Suppliers. The bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, may be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied.
- (f) The purchaser may, in addition to any other remedy it may have –
 - (i) disqualify the person from the bidding process;
 - (ii) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (iii) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation; and
 - (iv) forward the matter for criminal prosecution.
- (g) The information furnished is true and correct.
- (h) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 2 of this form.

SIGNATURE(S) OF THE BIDDER(S):

DATE:

ADDRESS:

.....

WITNESSES:

1.

2.